

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2020-233-T - ORDER NO. 2021-14  
JANUARY 15, 2021

IN RE: Application of Swamp Rabbit Moving LLC ) ORDER GRANTING  
for Class E (Household Goods) Certificate of ) CLASS E (HOUSEHOLD  
Public Convenience and Necessity for ) GOODS) CERTIFICATE  
Operation of Motor Vehicle Carrier )

**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Swamp Rabbit Moving LLC (hereinafter referred to as “Swamp Rabbit Moving” or the “Applicant”). By its Application, Swamp Rabbit Moving requests a Class E Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods statewide.

**II. PROCEDURAL HISTORY**

Swamp Rabbit Moving filed its Application with the Commission on September 24, 2020. By letter dated September 28, 2020, the Clerk’s Office of the Commission directed Swamp Rabbit Moving to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. Among other things, the Notice provided information regarding the Application and advised any person who desires to participate as a party of record that a Petition to Intervene must be filed on or before November 4, 2020. Notice was timely published. No person intervened as a party of record.

The evidentiary hearing was held virtually on December 16, 2020, with the Honorable Florence P. Belser presiding. Applicant was represented by David Schlosser, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-41-10(B) (Supp. 2019), was represented by C. Lessie Hammonds, Esquire.

### **III. EVIDENCE OF RECORD**

Swamp Rabbit Moving is a South Carolina limited liability company established on May 12, 2020. The company is requesting authority to transport household goods statewide and is not certified to provide intrastate transportation of household goods in another state.

Applicant called its founder, Christopher Sweet, as a witness. Mr. Sweet holds an associate’s degree in welding. Prior to forming Swamp Rabbit Moving, Mr. Sweet was employed by Tiger Moving for four (4) years. He was the highest-ranking supervisor, responsible for quoting jobs for potential customers, communicating with customers during the moving process, and supervising the crew. Swamp Rabbit Moving currently employs fifteen (15) people, who are trained using a combination of videos and hands-on training. The company owns two (2) trucks.

Applicant is exempt from having a safety rating from the U.S. Department of Transportation. Mr. Sweet testified there are no outstanding judgments against him or Swamp Rabbit Moving. Applicant has adequate equipment, facilities, and financial resources to provide the moving services described in the Application. Mr. Sweet certified Swamp Rabbit Moving is familiar with all statutes and regulations governing for-hire

motor carrier operations in South Carolina, including the Commission's regulations regarding insurance requirements.

Swamp Rabbit Moving believes there is a need for the company's services and will reach customers through networking, marketing, word of mouth, and its relationship with realtors. Over the next five (5) years, Swamp Rabbit Moving plans to grow its fleet to fifteen (15) operational trucks for local and long-distance moves, which will generate at least fifty (50) jobs for the citizens of South Carolina.

On December 14, 2020, Applicant moved to present shipper witness testimony by declaration. By Order No. 2020-131-H, the Hearing Officer granted Applicant's request. Swamp Rabbit Moving offered the shipper witness testimony of Kevin Corasio, a manager with Tiger Moving who has worked as a mover in the Greenville area since 2014. Mr. Corasio testified there is a need for qualified movers – such as Swamp Rabbit Moving – due to the growing population of the state. His company often turns away potential customers because Tiger Moving is too busy to service them. Mr. Corasio also believes the public interest would be served by granting Swamp Rabbit Moving's Application.

ORS did not prefile direct testimony. By letter dated December 15, 2020, ORS stated it is "of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012)." Thomas McGill, Assistant Manager of Safety, Transportation, and Emergency Response with ORS, testified regarding the November 2, 2020 inspection at Applicant's place of business. During the visit, Mr. McGill discussed the Application process, reviewed Applicant's tariff and bill of lading, and looked at Applicant's trucks

and moving equipment. Mr. McGill testified, based upon the visit, that the Applicant is fit, willing, and able to operate as a mover of household goods in South Carolina.

#### IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A). Under this authority, the Commission can fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). S.C. Code Ann. Regs 103-133 is entitled “Proof Required to Justify Approving an Application” and for household goods and hazardous waste for disposal applications provides as follows:

- a. **FIT.** The applicant must demonstrate, or the commission determines that the applicant’s safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission’s insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant’s purpose for seeking a Class E Certificate, the applicant’s 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.

- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant’s willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012).

## V. DISCUSSION

Based upon the evidence of record, Swamp Rabbit Moving has demonstrated it is fit, willing, and able to provide and perform the services which it seeks to provide. “Fitness” was demonstrated by Mr. Sweet testifying there are no outstanding judgments pending against Applicant and certifying Swamp Rabbit Moving is familiar with and will comply with all statutes and regulations governing movers of household goods. Further, Applicant although exempt, is aware of the safety rating.

Swamp Rabbit Moving’s Application also satisfies the “able” requirement. Applicant owns two (2) 26-foot box trucks and has also provided insurance quotes, which indicates Swamp Rabbit Moving is aware of the Commission’s insurance requirements and associated costs. Mr. Sweet outlined the company’s five (5) year plan for expansion. Mr. McGill testified that the November 2, 2020 inspection of Applicant’s vehicle and facilities reveals that Swamp Rabbit Moving is able to perform the proposed service.

Lastly, Swamp Rabbit Moving has demonstrated it is “willing” to provide the described moving services by filing the Application. The testimony of Mr. Sweet further demonstrates Applicant’s willingness. Mr. Sweet testifies that Swamp Rabbit Moving desires to provide this moving service in South Carolina.

Applicant has also met the public convenience and necessity requirement. According to shipper witness Kevin Corasio, South Carolina’s rapidly growing population

creates a need for other qualified movers. His company has declined potential customers because of a larger demand than Tiger Moving can service. Approving the Application of Swamp Rabbit Moving will help service the demand for qualified, licensed movers.

## **VI. FINDINGS OF FACT**

1. The Commission finds there are no outstanding judgments pending against Swamp Rabbit Moving. Further, Applicant is familiar with and agrees to comply with all statutes and regulations governing movers of household goods. Swamp Rabbit Moving is fit to appropriately perform the service described in its Application.

2. The Commission finds Swamp Rabbit Moving has demonstrated it has purchased two (2) 26-foot box trucks to provide the service described in its Application. Further, Swamp Rabbit Moving supplemented its Application with an insurance quote. Swamp Rabbit Moving is able to appropriately perform the service described in its Application.

3. The Commission finds that by submitting its Application, Swamp Rabbit Moving has demonstrated it is willing to appropriately perform the proposed service.

4. The Commissions finds that public convenience and necessity are not already being served by existing authorized services.

## **VII. CONCLUSIONS OF LAW**

1. The Commissions concludes that Swamp Rabbit Moving has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to Swamp Rabbit Moving.

#### **VIII. ORDERING PROVISIONS**

##### **IT IS THEREFORE ORDERED:**

1. The Application of Swamp Rabbit Moving LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. Swamp Rabbit Moving's Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by ORS authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

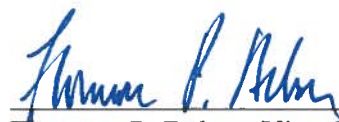
6. Failure of Applicant to either (1) complete the certification process by complying with ORS requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should Applicant fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



  
\_\_\_\_\_  
Florence P. Belser, Vice Chairman  
Public Service Commission of  
South Carolina



Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE  
HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA**

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Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

**Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Swamp Rabbit Moving, LLC. These services are furnished between points and places in the state of South Carolina.

**SECTION 1****1.0 Transportation Charges**

Transportation Charges will be \$1.50 per mile from the truck lot to the start location, to the final location, and back to the truck lot.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The cost starts at the appropriate hourly rate when the customer signs the Swamp Rabbit Moving, LLC contract at the beginning of the job, and time is finished when the movers have completed the job. There is a 2 hour minimum price for all moves.

Number of Movers	Hourly Rate
Two movers and one truck (Monday through Thursday)	\$100
Two movers and one truck (Friday through Sunday)	\$110
Each additional mover	\$35
Each additional truck	\$30

**1.2 Office Hours / Minimum Hourly Charges**

Swamp Rabbit Moving, LLC will operate Monday through Friday 8:00 AM to 8:00 PM and Saturday and Sunday 8:00 AM to 8:00 PM.

Monday-Sunday	Two hour minimum Charge
Holidays	Two hour minimum Charge

**SECTION 2****2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items.

**2.1 Bulky Article Charges (per item) Not exceeding 400 pounds.**

Gun Safe \$100  
Upright Piano \$100

**2.2 Elevator or Stair Carry**

## Swamp Rabbit Moving, LLC

## South Carolina Household Goods Tariff

Swamp Rabbit Moving, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

**2.3 Excessive Distance or Long Carry Charges**

Swamp Rabbit Moving, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

**2.4 Pick Up and Delivery**

Swamp Rabbit Moving, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

**2.5 Packing and Unpacking**

2.5.1 Swamp Rabbit Moving, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials.

Small Box \$2.00  
Medium/Large Box \$3.00  
Wardrobe Box \$18.00  
Tape \$2.00 per roll  
Bubble Wrap \$20.00 per roll  
Packing Paper \$20.00 per sleeve  
Furniture Pad \$10.00

2.5.2 Swamp Rabbit Moving, LLC is not responsible for items packed by the customer. Boxes contain gin fragile or breakable items must be properly labeled. Swamp Rabbit Moving, LLC reserves the right to decline any moves consisting fo extremely large or fragile items.

**2.6 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connections of appliances such as freezers, refrigerators, computer equipment, washer, dryers, televisions, and similar articles.

**2.7 Waiting Time**

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Swamp Rabbit Moving, LLC. For example, if the crew is there and ready to go, but they have to wait for customer to arrive or allow service to begin, the customer will be charged the hourly rate. If there is time in between the load and the unload, customers will be charged down time which is ½ the hourly rate. For example, if the customer is closing on a new home this can create a time gap in moving services, for this gap time or down time for the movers the customer will be charged ½ of the hourly rate.

**2.8 Overnight Storage**

The customer can store goods overnight for a fee of \$150 for each night, per truck load. If the goods are stored after 12 pm the next day there will be a \$150 fee per truck load.

Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

**SECTION 3****3.0 RULES AND REGULATIONS****3.1 Claims and Insurance**

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Swamp Rabbit Moving, LLC must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Swamp Rabbit Moving, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Swamp Rabbit Moving, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.1.4 Standard Insurance is the Standard South Carolina Mover's Transit Coverage will be automatically applied to all articles at a compensation rate of \$0.60 per pound. Everything is valued at \$0.60 per pound against damage during the move. For example: if a chair weight 10 pounds and is broken during the move, regardless of the value, the settlement will be \$6.00 based on the policy. This is the standard minimum coverage in the moving industry.

3.1.5 Premium Insurance will be offered at the beginning of each move for \$100 per truck load. Swamp Rabbit Moving, LLC will pay and/or coordinate repairs for damaged items (up to \$500 per damaged item). If repairs are not possible, Swamp Rabbit Moving will reimburse the customer for the current value of the damaged item using straight-line depreciation and industry standard depreciation schedules (up to \$500 per damaged item). For example, the value of a used chair that damaged during the move will be determined by its current market value using straight line depreciation or the cost to repair said item, whichever is lower. This coverage does not include the functionality of any appliance or electric device as there is no way to pre-test functionality.

3.1.6 Exclusions to the premium coverage are the following: refrigerators, appliance, particle board furniture, exercise equipment, wood floors, laminate flooring, glass furniture items, contents of containers not packed by our movers, the customers home, building or land of any sort, bicycles, ceramics, plants, lamps and lamp shades, vacuum cleaners, electronics, marble, glassware of any kind, pictures, or mirrors. We are not liable for damaged functionality to appliance resulting from disassembling, assembling, or transporting. We are not responsible for water leaks. In some cases, tracking soil onto flooring is inevitable, thus we are not responsible for any resulting damage. Our liability for damage on "load only" jobs (no transportation of goods performed by Swamp Rabbit Moving) terminates once the truck has been loaded. Any of these items if damaged will default to the standard coverage of \$0.60 a pound.

Swamp Rabbit Moving, LLC

South Carolina Household Goods Tariff

### 3.2 Computing Charges

Swamp Rabbit Moving, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

### 3.3 Governing Publications

Swamp Rabbit Moving, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

### 3.4 Items of Particular Value

Swamp Rabbit Moving, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading, stamps revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Swamp Rabbit Moving, LLC will not accept responsibility for safe delivery of such articles if they come into Swamp Rabbit Moving, LLC's possessions with or without Swamp Rabbit Moving, LLC's knowledge.

### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Swamp Rabbit Moving, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### 3.6 Delays

Swamp Rabbit Moving, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of unforeseen events.

**Customer Approval:**

By signing this form you approve all spelling, format and colors as shown for production. Please Fax to 631-582-8995 Customer Signature \_\_\_\_\_

MILBURN PRINTING • 800-999-6690 • www.milburnprinting.com

**Combined Uniform Household Goods Bill of Lading and Freight Bill**

US DOT #3449704

MC #1163908

PSC# \_\_\_\_\_

**SWAMP RABBIT MOVING LLC**

310 KRAMER CT.

GREER, SC 29650

864.643.2213

Name _____ Tel. _____	<b>TIME RECORD</b> Start _____ A.M. P.M. _____ Customer Initials _____ Finish _____ A.M. P.M. _____ Customer Initials _____
From _____ Apt. _____	
To _____ Apt. _____	<b>JOB HOURS</b> _____
Other Stops _____	<b>TRAVEL TIME</b> _____
Moving Date _____ Day _____ Time _____ A.M. P.M.	<b>TOTAL HOURS</b> <div style="border: 1px solid black; width: 80px; height: 30px; display: inline-block;"></div>

Moving Rate: \_\_\_\_\_ Vans \_\_\_\_\_ Men @ \$ \_\_\_\_\_ Per Job Hr., Plus \_\_\_\_\_ Hrs. Travel Time

ESTIMATE OR REMARKS (Approx. estimate-packing date-instructions on job-or other info.)	RATES AND DESCRIPTION	CHARGES
	MOVING _____ hours @ \$ _____ per hr.	
	OVERTIME _____ hours @ \$ _____ per hr.	
	CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.	
	WEIGHT _____ lbs. @ \$ _____ per lb.	
	PIANO CHGS. _____	
	OTHER _____	
	_____ Barrels, packed _____ @ \$ _____ each	
	_____ Barrels, loaned _____ @ \$ _____ each	
	_____ Wardrobes _____ @ \$ _____ each	
	_____ Cartons or boxes _____ @ \$ _____ each	
	_____ Matt cartons _____ @ \$ _____ each	
	Other _____	
	Whse. Labor chgs. _____	
	Storage chgs. _____	
	Other _____	
	Carrier Liability; shipper declares the full value of the shipment for the purpose of carrier liability to be:	
	Amt. \$ _____ @ \$ _____ per \$100.00	
	<b>TOTAL CHARGES</b>	
	Advance Deposit	
	BALANCE DUE	
	<b>RECEIVED PAYMENT</b>	
	MOVER: <b>SWAMP RABBIT MOVING LLC.</b>	
	BY: _____	

**VALUATION**

Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 60 cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles:  
SHIPPER - IMPORTANT - READ WHAT YOU ARE SIGNING

X

Article

Value

**IMPORTANT**

(SIGN BEFORE START OF ANY SERVICE)

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order or certified check prior to complete delivery.

CUSTOMER: \_\_\_\_\_

BY: \_\_\_\_\_

MOVER: **SWAMP RABBIT MOVING LLC.**

BY: \_\_\_\_\_

**DELIVERY RECEIPT**

Except as specifically endorsed hereon  
All services and All articles received in Good Condition

CUSTOMER: \_\_\_\_\_

BY: \_\_\_\_\_

TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.

### CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

#### EXCEPTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE-IN-TRANSIT OR CONTENTS OR PIECES OR CONTAINERS.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in cases of negligence of the carrier or its party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open for carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations. or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, or agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

#### CLAIMS PROCEDURE AND LIMITATIONS

Sec. 2 (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within thirty days after delivery of the property (or in case of export traffic, within thirty days after delivery at port of export) or, in case of failure to make delivery, then within thirty days after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

(d) Any claim for loss, or damage or overcharge whether made by the consignee, consignor or a third party beneficiary, shall be in writing and shall be accompanied by original paid Bill for transportation and original Bill of Lading, if not previously surrendered to carrier. Carrier may require certificate or sworn statement of claim.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary co-operation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariff's lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, at the time tender of delivery of the property entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of the diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) a place or places at which the consignee or his agent is not present, the property shall be at the risk of owner after unloading or delivery.

#### ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

Sec. 5 No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agents shipping such goods shall be liable for any indemnity the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

#### MOVER(CARRIER) WILL NOT RELINQUISH POSSESSION UNTIL ALL CHARGES ARE PAID

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading, until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing charges, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property; and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8 If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9 Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.